

200-400 people

Fly out 5/30/95 \$500.00
Return 6/8/95

Rent a car { ~~Fly into Boston~~
~~Fly out of~~
~~New York~~

Hotel
stay at B+B HARTFORD



APPLICATION FOR EXHIBIT SPACE

DAGS '95

ELECTRONIC PUBLISHING AND THE INFORMATION SUPERHIGHWAY

Boston Park Plaza Hotel - Boston, Massachusetts

Conference: May 30 - June 2, 1995 - Exposition: June 1-2, 1995

We hereby apply to Exposition Management (hereinafter called Mgt.) for a table top exhibit in the Dags '95 Conference and Exposition (hereinafter called Exposition) to be held May 30-June 2, 1995, at the Boston Park Plaza Hotel, Boston, Massachusetts. We agree to comply with the Exhibitor regulations, instructions and conditions of the application published below and in the Exhibitor Service Manual under Rules and Regulations, and with all the conditions under which facilities at the Boston Park Plaza Hotel (hereinafter called the Center) are provided to the Exposition.

APPLICANT
INFORMATION

Name DIA CHENEY Title Marketing Comms Mgr
Company WAIS Inc. Phone 415-356-5413
Street 690 FIFTH STREET Fax 415-356-5444
City SAN FRANCISCO State CA Zip 94107
Country USA Date _____
eMail ID dia@wais.com
Authorized Signature Dia Cheney

Company name as it should appear on booth sign: WAIS Inc.TABLE TOP
EXHIBIT

The exhibit investment is \$500 if reserved by February 15; \$700 thereafter. The table top exhibit shall consist of a 6'x30", 3-way draped table, two chairs and a 7"x44" identification sign and the Exhibitor Service Manual. This fee includes only those services as set forth in this contract.

of Tables: 1Total Cost: \$700.00

PAYMENT

Payment must accompany this form. Checks should be made payable to DAGS '95 and will be deposited when received for convenience and security. Reimbursement of payment will be made promptly if the application is rejected. A counter-signed copy of this application will be sent to you if and when this application is accepted and becomes a contract.

CANCELLATIONS

Cancellations will be accepted only at the discretion of Mgt. There will be no refunds for cancellations. If the table top exhibit is not occupied by 8:00 a.m. Thursday, June 1, 1995, Mgt. shall have the right to use such space. Resale by Mgt. of an Exhibitor's cancelled table top exhibit shall not act to excuse that exhibitor from payment.

LIABILITY AND
INSURANCE

Exhibitors must carry a minimum of \$500,000 Public Liability Insurance for bodily injury, \$1,000,000 any one accident, and \$250,000 property damage.

Please complete, sign and mail with check to:

DAGS '95
c/o Danieli & O'Keefe Associates, Inc.
490 Boston Post Road
Sudbury, MA 01776 USA
Attn: Susan Hines
Phone: (508) 443-3330

FOR MGT.
USE ONLY

Table Top #: _____ No. of Tables: _____ Date: _____

Accepted By _____ Contract #: _____

CONTRACTUAL TERMS, CONDITIONS & RULES

CONTRACT FOR SPACE	<p>The Application and Contract for Exhibit Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by Mgt. and the Sponsor in this contract when it is submitted with full payment of rental fee and accepted in writing by the Exposition. By submitting an application for exhibit space, the applicant releases Mgt. and the Sponsor from any and all liabilities to the applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.</p> <p>The contracting company/organization (hereinafter called Exhibitor) and Mgt. agree that the purpose of this Exposition is the expansion of sales opportunities. Mgt. and the Sponsor reserve the sole and absolute right to determine the Exposition eligibility of any company/organization's product or service. Acceptance of an application does not imply endorsement by Mgt. or the Sponsor of the Exhibitor's products or services, nor does rejection imply lack of merit of the same. Full payment must be received by Mgt. before the exhibitor is permitted to set-up.</p>
USE OF SPACE	<p>Exhibitors may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Mgt.</p>
CENTER INDEMNIFICATION CLAUSE	<p>The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury to persons or damages to exhibitor's displays, equipment or other property brought upon the premises of the Center and agrees to indemnify, defend and hold harmless the Mgt., Sponsor and Center and its owners, servants, agents and employees against all claims or expenses for such losses, including reasonable attorney's fees, arising out of the use of the Center or its owners, servants, agents, and employees.</p> <p>The Exhibitor understands that neither Mgt., Sponsor nor the Center maintains insurance covering the Exhibitors property or lost revenue and it is the sole responsibility of the Exhibitor to obtain such insurance.</p>
INTERPRETATION AND ENFORCEMENT	<p>These regulations become a part of the contract between the Exhibitor, Mgt. and Sponsor. Mgt. and Sponsor have full power of interpretation and enforcement of these rules and may amend them at any time. Also, the Exhibitor agrees to abide by all reasonable rules and regulations published from time to time. All matters in question not covered by these regulations are subject to the decision of Mgt. and Sponsor and all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of Mgt. and Sponsor, conduct themselves unethically may be dismissed from the Exposition without refund or other appeal.</p>
OTHER TERMS AND CONDITIONS	<p>The Exhibitor shall comply with all fire laws, electrical codes, and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of Mgt., Sponsor and the Center officials with respect to the installation, conduct and disassembly of its exhibit. The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Exhibitors, the Center, the Exposition, Sponsor, or the public. Mgt., the Sponsor and the Center reserve the right to close, remove, or require changes in any exhibit or to remove any of the Exhibitors personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Exposition, the Center, other Exhibitors, or public.</p> <p>The license granted by this Contract is personal and may not be transferred without the written consent of Mgt. The premises are licensed on an "as is" basis and Mgt. or Sponsor will not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. The Exhibitor shall return the premises in as good condition as they were received. Mgt. or Sponsor shall in no event be liable to the Exhibitor in excess of any consideration paid by the Exhibitor to Mgt., or Sponsor, and received by Mgt. or Sponsor, for breaches of Contract or tortious conduct by Mgt. or Sponsor, by its agents, representatives or independent contractors whether acting within or without the scope of their authority by agents, representatives or independent contractors of the Center or by the general public. Mgt. or Sponsor shall not be liable for failure to perform its obligations under this Contract due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor rather than the invitee or licensee of Mgt., Sponsor, or the Center. Mgt., Sponsor and the Center shall not be liable for injury of any type from any cause to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Mgt., Sponsor and the Center from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority.</p> <p>There is no other agreement or warranty between the Exhibitor, Mgt., or Sponsor, except as set forth in this document. The rights of Mgt. and Sponsor under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Mgt. or Sponsor. The Exhibitor agrees to abide by all rules and regulations published from time to time by, and governing the Exposition.</p> <p>This contract is made and accepted in the Commonwealth of Massachusetts and shall control the construction, interpretation, validity and enforceability of this Contract as if all relevant aspects of the Contract existed only in the Commonwealth of Massachusetts. Any controversy or claim arising out of, or relating to, this Contract or the breach thereof, shall be settled by any Court in Massachusetts under the provisions of Massachusetts General Laws Chapter 223A, Section 3(a) or by the American Arbitration Association sitting in Boston, Massachusetts at the discretion of Mgt. or Sponsor. The Exhibitor hereby consents to jurisdiction of the Massachusetts Courts with respect to any right of action arising under this Contract for any reason. In the event of dispute arising under this Contract, the Exhibitor shall be liable for costs and attorney's fees incurred by Mgt. and Sponsor in a reasonable attempt to negotiate, arbitrate or litigate the dispute together with interest compounded at 1 1/2% per month from the date of initial demand for payment.</p>
AMERICAN DISABILITIES ACT	<p>The Exhibitor assumes the position of "public accommodation" when they contract to exhibit in the facility. Therefore, the Exhibitor must make their exhibit accessible to the disabled without causing themselves undue "hardship." A copy of PUBLIC LAW 101-336 [S. 933] AMERICAN WITH DISABILITIES ACT OF 1990 is available upon request from the Department of Justice.</p>